

Amber S. Finch (SBN 222321)
Email: afinch@reedsmith.com
T. Connor O'Carroll (SBN 312920)
Email: cocarroll@reedsmith.com
REED SMITH LLP
355 South Grand Avenue, Suite 2900
Los Angeles, CA 90071
Telephone: (213) 457 8000
Facsimile: (213) 457 8080

Attorneys for Plaintiffs
Southern California Edison Company
and Edison International

Belynda B. Reck (SBN 163561)
Email: belynda.reck@sce.com
Jeffrey S. Renzi (SBN 221963)
Email: jeff.renzi@sce.com
Jennifer B. Hayden (SBN 281590)
Email: jennifer.hayden@sce.com
SOUTHERN CALIFORNIA EDISON
COMPANY 2244 Walnut Grove Avenue,
3rd Floor
Rosemead, CA 91770
Telephone: (626) 302-2896
Facsimile: (626) 302-6997

Attorneys for Plaintiffs
Southern California Edison Company
and Edison International

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SOUTHERN CALIFORNIA EDISON
COMPANY and EDISON
INTERNATIONAL,

Plaintiffs,

vs.

GREENWICH INSURANCE
COMPANY,

Defendant.

Yvonne M. Schulte (SBN 237868)
Email: yvonne.schulte@clydeco.us
Christopher J. Lee (SBN 275351)
Email: christopher.lee@clydeco.us
CLYDE & CO US LLP
355 South Grand Avenue, Suite 1400
Los Angeles, CA 90071
Telephone: (213) 358-7600
Facsimile: (213) 358-7650

Attorneys for Defendant
Greenwich Insurance Company

Case No.: CV 22-5984-JFW (JEMx)
The Honorable Judge John F. Walter.

STIPULATED PROTECTIVE ORDER

**Discovery Matter referred to the
Honorable Magistrate Judge John E.
McDermott**

1 Plaintiffs Southern California Edison Company (“SCE”) and Edison
2 International (“EIX”) (collectively, “Plaintiffs”) and Defendant Greenwich Insurance
3 Company (“Defendant”) hereby submit this Stipulated Protective Order.

4 **1. PURPOSES AND LIMITATIONS**

5 Discovery in this action is likely to involve production of confidential,
6 proprietary, or private information for which special protection from public disclosure
7 and from use for any purpose other than prosecuting this litigation may be warranted.
8 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
9 Stipulated Protective Order. The parties acknowledge that this Stipulated Protective
10 Order does not confer blanket protections on all disclosures or responses to discovery
11 and that the protection it affords from public disclosure and use extends only to the
12 limited information or items that are entitled to confidential treatment under the
13 applicable legal principles. The parties further acknowledge, as set forth in Section 13.3
14 below, that this Stipulated Protective Order does not entitle them to file confidential
15 information under seal; Local Rule 79-5, as well as Judge Walter’s Standing Order, set
16 forth the procedures that must be followed and the standards that will be applied when
17 a party seeks permission from the Court to file material under seal.

18 **2. GOOD CAUSE STATEMENT**

19 This action is likely to involve non-public information for which special
20 protection from public disclosure and from use for any purpose other than prosecution
21 of this action is warranted. Such confidential materials and information consist of,
22 among other things, confidential financial information, information otherwise generally
23 unavailable to the public, or which may be privileged or otherwise protected from
24 disclosure under state or federal statutes, court rules, case decisions, or common law.
25 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
26 disputes over confidentiality of discovery materials, to adequately protect information
27 the parties are entitled to keep confidential, to ensure that the parties are permitted
28 reasonable necessary uses of such material in preparation for and in the conduct of trial,

1 to address their handling at the end of the litigation, and to serve the ends of justice, a
 2 protective order for such information is justified in this matter. It is the intent of the
 3 parties that information will not be designated as confidential for tactical reasons and
 4 that nothing be so designated without a good faith belief that it has been maintained in
 5 a confidential, non-public manner, and there is good cause why it should not be part of
 6 the public record of this case.

7 **3. DEFINITIONS**

8 3.1. Action: The above-titled lawsuit pending in the United States District
 9 Court in the Central District of California and captioned *Southern*
 10 *California Edison, et al. v Greenwich Insurance Company*, United States
 11 District Court for the Central District of California, Case No. CV 22-5984-
 12 JFW (JEMx).

13 3.2. Challenging Party: A Party or Nonparty that challenges the designation of
 14 information or items under this Stipulated Protective Order.

15 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of how
 16 it is generated, stored or maintained) or tangible things that qualify for
 17 protection under Federal Rule of Civil Procedure 26(c), and as specified
 18 above in the Good Cause Statement.

19 3.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as
 20 their support staff).

21 3.5. Designating Party: A Party or Nonparty that designates information or
 22 items that it produces in disclosures or in responses to discovery as
 23 “CONFIDENTIAL.”

24 3.6. Disclosure or Discovery Material: All items or information, regardless of
 25 the medium or manner in which it is generated, stored, or maintained
 26 (including, among other things, testimony, transcripts, and tangible
 27 things), that is produced or generated in disclosures, responses to
 28 discovery, or in response to any Court order in this Action. For the

1 avoidance of doubt, Disclosure or Discovery Material includes any defense
2 fees or costs information related to the underlying lawsuits (the “Bobcat
3 Wildfire Lawsuits”) arising from a wildfire igniting on September 6, 2020
4 in and around the Angeles National Forest (the “Bobcat Wildfire”) that
5 Plaintiffs produce to Defendant.

6 3.7. Expert: A person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its counsel
8 to serve as an expert witness or as a consultant in this Action.

9 3.8 In-House Counsel: Attorneys who are employees of a party to this Action.
10 In-House Counsel does not include Outside Counsel of Record or any other
11 outside counsel.

12 3.9 Nonparty: Any natural person, partnership, corporation, association, or
13 other legal entity not named as a Party to this action.

14 3.10 Outside Counsel of Record: Attorneys who are not employees of a party
15 to this Action but are retained to represent or advise a party to this Action
16 and have appeared in this Action on behalf of that party or are affiliated
17 with a law firm which has appeared on behalf of that party, and includes
18 support staff.

19 3.11 Party: Any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, In-House Counsel, and Outside
21 Counsel of Record (and their support staffs).

22 3.12 Producing Party: A Party or Nonparty that produces Disclosure or
23 Discovery Material in this Action.

24 3.13 Professional Vendors: Persons or entities that provide litigation support
25 services (e.g., photocopying, videotaping, translating, preparing exhibits
26 or demonstrations, and organizing, storing, or retrieving data in any form
27 or medium) and their employees and subcontractors.
28

1 3.14. Protected Material: Any Disclosure or Discovery Material that is
 2 designated as “CONFIDENTIAL.”

3 3.15. Receiving Party: A Party that receives Disclosure or Discovery Material
 4 from a Producing Party.

5 **4. SCOPE**

6 The protections conferred by this Stipulated Protective Order cover not only
 7 Protected Material, but also (1) any information copied or extracted from Protected
 8 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and
 9 (3) any testimony, conversations, or presentations by Parties or their Counsel that might
 10 reveal Protected Material.

11 Any use of Protected Material at trial shall be governed by the orders of the trial
 12 judge. This Stipulated Protective Order does not govern the use of Protected Material
 13 at trial.

14 **5. DURATION**

15 Even after final disposition of this litigation, the confidentiality obligations
 16 imposed by this Stipulated Protective Order shall remain in effect until a Designating
 17 Party agrees otherwise in writing or a court order otherwise directs. Final disposition
 18 shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action,
 19 with or without prejudice; and (2) final judgment herein after the completion and
 20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
 21 including the time limits for filing any motions or applications for extension of time
 22 pursuant to applicable law.

23 **6. DESIGNATING PROTECTED MATERIAL**

24 6.1. Exercise of Restraint and Care in Designating Material for Protection.

25 Each Party or Nonparty that designates information or items for protection under
 26 this Stipulated Protective Order must take care to limit any such designation to specific
 27 material that qualifies under the appropriate standards. The Designating Party must
 28 designate for protection only those parts of material, documents, items, or oral or written

1 communications that qualify so that other portions of the material, documents, items, or
2 communications for which protection is not warranted are not swept unjustifiably
3 within the ambit of this Stipulated Protective Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations that
5 are shown to be clearly unjustified or that have been made for an improper purpose
6 (e.g., to unnecessarily encumber the case development process or to impose
7 unnecessary expenses and burdens on other parties) may expose the Designating Party
8 to sanctions.

9 6.2. Manner and Timing of Designations.

10 Except as otherwise provided in this Stipulated Protective Order (*see, e.g.,*
11 Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery Material
12 that qualifies for protection under this Stipulated Protective Order must be clearly so
13 designated before the material is disclosed or produced.

14 Designation in conformity with this Stipulated Protective Order requires the
15 following:

- 16 (a) For information in documentary form (e.g., paper or electronic documents,
17 but excluding transcripts of depositions or other pretrial or trial
18 proceedings), that the Producing Party affix at a minimum, the legend
19 “CONFIDENTIAL” to each page that contains protected material. If only
20 a portion or portions of the material on a page qualifies for protection, the
21 Producing Party also must clearly identify the protected portion(s) (e.g.,
22 by making appropriate markings in the margins). A Party or Nonparty that
23 makes original documents available for inspection need not designate them
24 for protection until after the inspecting Party has indicated which
25 documents it would like copied and produced. During the inspection and
26 before the designation, all of the material made available for inspection
27 shall be deemed “CONFIDENTIAL.” After the inspecting Party has
28 identified the documents it wants copied and produced, the Producing

1 Party must determine which documents, or portions thereof, qualify for
 2 protection under this Stipulated Protective Order. Then, before producing
 3 the specified documents, the Producing Party must affix the legend
 4 “CONFIDENTIAL” to each page that contains Protected Material. If only
 5 a portion or portions of the material on a page qualifies for protection, the
 6 Producing Party also must clearly identify the protected portion(s) (*e.g.*,
 7 by making appropriate markings in the margins).

8 (b) For testimony given in depositions, that the Designating Party identify the
 9 Disclosure or Discovery Material on the record, before the close of the
 10 deposition, all protected testimony.

11 (c) For information produced in non-documentary form, and for any other
 12 tangible items, that the Producing Party affix in a prominent place on the
 13 exterior of the container or containers in which the information is stored
 14 the legend “CONFIDENTIAL.” If only a portion or portions of the
 15 information warrants protection, the Producing Party, to the extent
 16 practicable, shall identify the protected portion(s).

17 6.3. Inadvertent Failure to Designate.

18 If timely corrected, an inadvertent failure to designate qualified information or
 19 items does not, standing alone, waive the Designating Party’s right to secure protection
 20 under this Stipulated Protective Order for such material. Upon timely correction of a
 21 designation, the Receiving Party must make reasonable efforts to assure that the
 22 material is treated in accordance with the provisions of this Stipulated Protective Order.

23 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 7.1. Timing of Challenges.

25 Any Party or Nonparty may challenge a designation of confidentiality at any time
 26 that is consistent with the Court’s Scheduling Order.

1 7.2. Meet and Confer.

2 The Challenging Party shall initiate the dispute resolution process, which shall
3 comply with Local Rule 37.1, *et seq.*, and Judge McDermott's and Judge Walter's
4 procedures, as applicable.

5 7.3. Burden of Persuasion.

6 The burden of persuasion in any such challenge proceeding shall be on the
7 Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*,
8 to harass or impose unnecessary expenses and burdens on other parties) may expose the
9 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
10 the confidentiality designation, all parties shall continue to afford the material in
11 question the level of protection to which it is entitled under the Producing Party's
12 designation until the Court rules on the challenge.

13 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

14 8.1. Basic Principles.

15 A Receiving Party may use Protected Material that is disclosed or produced by
16 another Party or by a Nonparty in connection with this Action only for prosecuting,
17 defending, or attempting to settle this Action. Such Protected Material may be disclosed
18 only to the categories of persons and under the conditions described in this Stipulated
19 Protective Order. When the Action reaches a final disposition, a Receiving Party must
20 comply with the provisions of Section 14 below.

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Stipulated Protective Order.

24 8.2. Disclosure of "CONFIDENTIAL" Information or Items.

25 Unless otherwise ordered by the Court or permitted in writing by the Designating
26 Party, a Receiving Party may disclose any information or item designated
27 "CONFIDENTIAL" only to:
28

- 1 (a) The Receiving Party's Outside Counsel of Record, as well as
2 employees of said Outside Counsel of Record to whom it is
3 reasonably necessary to disclose the information for this Action;
- 4 (b) The officers, directors, and employees (including In-House
5 Counsel) of the Receiving Party to whom disclosure is reasonably
6 necessary for this Action and who have signed the
7 "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- 8 (c) Experts of the Receiving Party to whom disclosure is reasonably
9 necessary for this Action and who have signed the
10 "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- 11 (d) The Court and its personnel;
- 12 (e) Court reporters and their staff;
- 13 (f) Professional jury or trial consultants, mock jurors, and Professional
14 Vendors to whom disclosure is reasonably necessary for this Action
15 and who have signed the "Acknowledgment and Agreement to be
16 Bound" (Exhibit A);
- 17 (g) The author or recipient of a document containing the information of
18 a custodian or other person who otherwise possessed or knew the
19 information;
- 20 (h) During their depositions, witnesses, and attorneys for witnesses, in
21 the Action to whom disclosure is reasonably necessary provided: (i)
22 the deposing party requests that the witness sign the
23 "Acknowledgment and Agreement to Be Bound" (Exhibit A); and
24 (ii) the witness will not be permitted to keep any confidential
25 information unless they sign the "Acknowledgment and Agreement
26 to Be Bound," unless otherwise agreed by the Designating Party or
27 ordered by the Court. Pages of transcribed deposition testimony or
28 exhibits to depositions that reveal Protected Material may be

separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

- (i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

1 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
 2 **PRODUCED IN THIS LITIGATION**

3 10.1. Application.

4 The terms of this Stipulated Protective Order are applicable to information
 5 produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such
 6 information produced by Nonparties in connection with this litigation is protected by
 7 the remedies and relief provided by this Stipulated Protective Order. Nothing in these
 8 provisions should be construed as prohibiting a Nonparty from seeking additional
 9 protections.

10 10.2. Notification.

11 In the event that a Party is required, by a valid discovery request, to produce a
 12 Nonparty’s confidential information in its possession, and the Party is subject to an
 13 agreement with the Nonparty not to produce the Nonparty’s confidential information,
 14 then the Party shall:

- 15 (a) Promptly notify in writing the Requesting Party and the Nonparty
 16 that some or all of the information requested is subject to a
 17 confidentiality agreement with a Nonparty;
- 18 (b) Promptly provide the Nonparty with a copy of the Stipulated
 19 Protective Order in this Action, the relevant discovery request(s),
 20 and a reasonably specific description of the information requested;
 21 and
- 22 (c) Make the information requested available for inspection by the
 23 Nonparty, if requested.

24 10.3. Conditions of Production.

25 If the Nonparty fails to seek a protective order from this Court within fourteen
 26 (14) days after receiving the notice and accompanying information, the Receiving Party
 27 may produce the Nonparty’s confidential information responsive to the discovery
 28 request. If the Nonparty timely seeks a protective order, the Receiving Party shall not

1 produce any information in its possession or control that is subject to the confidentiality
2 agreement with the Nonparty before a determination by the Court. Absent a court order
3 to the contrary, the Nonparty shall bear the burden and expense of seeking protection in
4 this Court of its Protected Material.

5 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
7 Protected Material to any person or in any circumstance not authorized under this
8 Stipulated Protective Order, the Receiving Party immediately must (1) notify in writing
9 the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve
10 all unauthorized copies of the Protected Material, (3) inform the person or persons to
11 whom unauthorized disclosures were made of all the terms of this Stipulated Protective
12 Order, and (4) request such person or persons to execute the “Acknowledgment and
13 Agreement to be Bound” (Exhibit A).

14 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
15 **PROTECTED MATERIAL**

16 When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other protection,
18 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
20 may be established in an e-discovery order that provides for production without prior
21 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
22 parties reach an agreement on the effect of disclosure of a communication or
23 information covered by the attorney-client privilege or work product protection, the
24 parties may incorporate their agreement in the Stipulated Protective Order submitted to
25 the Court.

1 **13. MISCELLANEOUS**

2 13.1. Right to Further Relief.

3 Nothing in this Stipulated Protective Order abridges the right of any person to
4 seek its modification by the Court in the future.

5 13.2. Right to Assert Other Objections.

6 By stipulating to the entry of this Stipulated Protective Order, no Party waives
7 any right it otherwise would have to object to disclosing or producing any information
8 or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
9 Party waives any right to object on any ground to use in evidence of any of the material
10 covered by this Stipulated Protective Order.

11 13.3. Filing Protected Material.

12 A Party that seeks to file under seal any Protected Material must comply with
13 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
14 order authorizing the sealing of the specific Protected Material at issue. If a Party's
15 request to file Protected Material under seal is denied by the Court, then the Receiving
16 Party may file the information in the public record unless otherwise instructed by the
17 Court.

18 **14. SURVIVAL OF OBLIGATIONS**

19 The Parties' obligations as to all Protected Material survive the termination of the
20 Action and remain subject to the terms of this Stipulated Protective Order. As used in
21 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
22 summaries or any other form of reproducing or capturing any of the Protected Material.

23 Counsel are entitled to retain an archival copy of all pleadings, motion papers,
24 transcripts, legal memoranda, correspondence or attorney work product, even if such
25 materials contain Protected Material. Any such archival copies that contain or
26 constitute Protected Material remain subject to the terms of this Stipulated Protective
27 Order.

1 **15. VIOLATION**

2 Any violation of this Stipulated Order may be punished by any and all appropriate
3 measures including, without limitation, contempt proceedings and/or monetary
4 sanctions.

5
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7
8 Dated: May 4, 2023 /s/ Amber S. Finch
9 Attorney(s) for Plaintiffs

10 Dated: May 4, 2023 /s/ Yvonne Schulte
11 Attorney(s) for Defendant

12
13 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

14
15 Dated 5/4/2023

16 John E. McDermott
17 Honorable John E. McDermott
18 United States Magistrate Judge
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[address], declare under penalty of perjury that I have read in its entirety and understand
the Stipulated Protective Order that was issued by the United States District Court for
the Central District of California in the case of *Southern California Edison, et. al v.*
Greenwich Insurance Company, United States District Court for the Central District of
California Case No. CV 22-5984-JFW (JEMx).

I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order, and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise
that I will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance with the
provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [full name] of _____
_____ [address and telephone number] as my California agent for service
of process in connection with this action or any proceedings related to enforcement of
this Stipulated Protective Order.

Signature: _____

Printed Name _____

Date: _____

City and State Where Sworn and Signed: _____

SIGNATURE ATTESTATION

Pursuant to L.R. 5-4.3.4, the undersigned hereby attests that all signatories listed above, and on whose behalf this STIPULATED PROTECTIVE ORDER is submitted, concur in and have authorized the filing of this protective order.

Dated: May 4, 2023 /s/ Amber S. Finch
Attorney(s) for Plaintiffs